

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE : CHAPTER 13  
SELECIA DURHAM, : CASE NO. 17-52973-LRC  
Debtor. :  
INDEPENDENT DEALERS :  
ADVANTAGE, LLC, :  
Movant, : CONTESTED MATTER  
v. :  
SELECIA DURHAM, Debtor; :  
and ADAM M. GOODMAN, Trustee, :  
Respondents. :

**OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN**

COMES NOW Independent Dealers Advantage, LLC (the "Movant"), a creditor of the referenced Debtor, and hereby moves this Court to deny confirmation of Debtor's Chapter 13 Plan. In support of its objection, the Movant shows the Court as follows:

1.

On February 16, 2017, Selecia Durham ("Debtor") filed a Voluntary Petition pursuant to 11 U.S.C. Section 1301 et seq., and said case is presently pending before this Court.

2.

Movant has a net claim in this case in the approximate amount of \$17,550.33 secured by a 2010 Mazda Mazda3 (the "Collateral").

3.

Debtor's Chapter 13 Plan proposes to pay Movant's secured claim of \$17,550.33 at \$0.00 at 4.75%, with \$75.00 payments per month in pre-confirmation adequate protection and \$75.00 per month post-confirmation payments until December 2018, when payments will increase to

\$297.00.

4.

Movant should receive no less than retail value. The NADA value for the month this case was filed was \$8,825.00. See attached a copy of the referenced NADA Value. After including the \$900.00 mileage addition for 70,000 miles, the value increases to \$9,725.00. The plan must be amended to pay Movant the appropriate value. Evidence supporting any excessive depreciation must be provided in order for Debtor to reduce the value to one lower than the NADA retail value.

5.

Debtor is not providing Movant with an adequate enough risk factor. The prime rate of interest was 3.75% the month this case was filed. At the very least, Debtor should be offering a prime + 3% risk factor, plus a point to make up for lost interest based on the Trustee's method of accounting, or 7.75% interest. As the value and interest listed in the plan will not actually be paid by the Chapter 13 Trustee due to their accounting methods, Movant requests an extra point of interest to make up for the lost interest.

6.

The Collateral is depreciating through use and over time and the Debtor is not adequately protecting Movant's interest in the Collateral. Debtor is not proposing an appropriate pre-confirmation adequate protection payments in violation of 11 U.S.C. Section 1326(a)(1)(C).

Debtor's plan proposes to pay \$75.00 to Movant until December 2018. During this time, Debtor's counsel is set to receive \$222.00 each month. This is bad faith. Movant should receive no less than \$149.00 per month in pre- and post-confirmation payments prior to any step increase.

Any increase in pre-confirmation adequate protection payments prior to Confirmation needs to be made to have the effect of being retroactive to the filing date to pay Movant the correct amount of adequate protection (i.e., a lump sum amount that will be enough to make up for the difference in adequate protection previously disbursed by the Trustee and what Movant is entitled to).

7.

This case may not be feasible in contravention of 11 U.S.C. §1325(a)(6). Debtor bears the

burden of proving all elements of confirmation, including the feasibility of this case and should be required to produce documents to support all income and expenses listed on Schedules I and J.

8.

The specific terms of the proposed plan itself are not proposed in good faith in violation of 11 U.S.C. §1325(a)(3). Movant is the only secured creditor listed in the Plan. Debtor appears to be using this case to solely to refinance the Collateral.

9.

Movant has no proof of full coverage insurance on the Collateral and is therefore not adequately protected.

WHEREFORE, the Movant prays that its Objection to Confirmation of Chapter 13 Plan be inquired into and sustained and that it has such other and further relief as this Court deems just and proper.

This March 7, 2017.

The Law Office of  
LEFKOFF, RUBIN, GLEASON & RUSSO, P.C.  
Attorneys for Movant

By: /s/Philip L. Rubin  
Philip L. Rubin  
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128	Rough Trade-in	Average Trade-in	Clean Trade-in	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail	Rough Trade-in	
M	5300	6250	7000	Wagon 5D s Sport	BL1K(5/6)	19685	3064	6300	9325	2010 N	
A	6925	7925	8725	Wagon 5D s GT	BL1M(5/6)	22895	N/A	7875	11200	6075	
Z	8750	9800	10650	Wagon 5D SPEED (6 Spd.)	BL1K(3/4)	23340	3272	9600	13150	6900	
D	<b>MAZDA2/MAZDA3 OPTIONS</b>										
A	Add Aluminum/Alloy Wheels (Std. i Touring, s, SPEED)	300	350	Add Cruise Control (MAZDA2)	Trade-in	Loan	Retail	150	175	7400	
Z	Add Bose Stereo (Std. GT)	225	250	Add Navigation System	Trade-in	Loan	Retail	375	425	7875	
D	Add Cert Pre-Owned (Mazda2)	500	Ded	Add Power Sunroof (Std. GT)	Trade-in	Loan	Retail	450	500	8675	
A	Add Cert Pre-Owned (Mazda3)	700	Ded	W/out AT (Ex. SV, M-SPEED)	Trade-in	Loan	Retail	475	475	MAZDA	
<b>2011 MAZDA6-4 Cyl.</b>											
	4450	5425	6225	Sedan 4D i Sport	HZ8BH	19990	3272	5625	8525	Mileage Class: II	
	5125	6125	6950	Sedan 4D i Touring	HZ8CH	22635	3272	6275	9325		
	5675	6725	7575	Sedan 4D i Touring Plus	HZ8CH	24240	3272	6825	10025		
	6225	7300	8175	Sedan 4D i GT	HZ8CH	26820	3272	7375	10675		
	5925	6975	7825	Sedan 4D s Touring Plus (V6)	HZ8CB	27080	3574	7050	10300		
	6675	7750	8625	Sedan 4D s GT (V6)	HZ8CB	29320	3574	7775	11175		
<b>2011 MX-5 MIATA-4 Cyl.-5/6 Spd.</b>											
	6775	7875	8750	Convertible 2D Sport	NC2JF	22960	2447	7875	11000	Mileage Class: II	
	7750	8875	9800	Convertible 2D Touring	NC2LF	25300	2480	8825	12125		
	8375	9525	10450	Convertible 2D GT	NC2NF	26560	2511	9425	12825		
	8800	9975	10925	Hardtop 2D Touring	NC2MF	27000	2562	9850	13350		
	9450	10625	11575	Hardtop 2D GT	NC2PF	28400	2593	10425	14025		
<b>MAZDA6/MX-5 MIATA OPTIONS</b>											
	Add Alum/Alloy Wheels (6 Sport)	350	400	Add Navigation System	Trade-in	Loan	Retail	450	500	2017 B	
	Add Automatic Trans. (Miata)	575	650	Ded W/out AT (Ex. Miata)	Trade-in	Loan	Retail	575	575	Add N	
	Add Cert Pre-Owned (MAZDA6)	750	Ded	W/out Cruise Control	Trade-in	Loan	Retail	175	175	Add C	
	Add Cert Pre-Owned (Miata)	925	Ded	W/out Power Door Locks	Trade-in	Loan	Retail	175	175	Ded W	
	Add Detachable Hardtop	900	1000							2017 C	
<b>2011 RX-8-Rotary</b>											
	5125	6300	7275	Coupe 2D	FE1R(MP)	26795	3111	6550	9575	Mileage Class: III	
	6400	7650	8675	Coupe 2D GT	FE1S(MP)	32260	N/A	7825	11125		
	5275	6450	7425	Coupe 2D (6 Spd.)	FE1R(2/4)	26795	3065	6700	9750		
	6550	7800	8850	Coupe 2D GT (6 Spd.)	FE1S(2/4)	32960	N/A	7975	11325		
	8200	9550	10650	Coupe 2D R3 (6 Spd.)	FE1T(2/4)	32290	N/A	9600	13275		
	Add Certified Pre-Owned	Trade-in	Loan	Retail	Trade-in	Loan	Retail	500	575		
		825		Add Navigation System							
<b>2010 MAZDA3-4 Cyl.</b>											
	3425	4275	4950	Sedan 4D i	BL1S(F/G)	15045	2868	4475	7050	Mileage Class: I	
	4200	5075	5800	Sedan 4D s	BL1S(5/6)	18740	2963	5225	8000		
	4875	5800	6550	Wagon 5D s	BL1H(5/6)	19230	3005	5900	8825		
	6625	7625	8425	Wagon 5D SPEED (6 Spd.)	BL1H(3/4)	23195	3245	7600	10850		
	Add A/A Wheels (Std. s, SPEED)	300	350	Add Power Locks (Std. s, SPEED)	Trade-in	Loan	Retail	150	175		
	Add Bose Stereo System	200	225	Add Power Seat	Trade-in	Loan	Retail	225	250	Add E	
	Add Cruise (Std. s, SPEED)	150	175	Add Power Sunroof	Trade-in	Loan	Retail	450	500	Add P	
	Add Leather Seats (Std. SPEED)	375	425	Ded W/out Air Conditioning	Trade-in	Loan	Retail	625	625	Add P	
	Add Navigation System	300	350	Ded W/out AT (Ex. MAZDASPEED)	Trade-in	Loan	Retail	400	400	Add S	
<b>2010 MAZDA6-4 Cyl.</b>											
	2975	3850	4575	Sedan 4D i SV (6 Spd.)	HZ8A(AH)	18450	3258	4125	6650	2017 C	
	3700	4625	5375	Sedan 4D i Sport	HZ8B(AH)	19470	3258	4850	7575		
	4175	5125	5900	Sedan 4D i Touring	HZ8C(AH)	21050	3258	5325	8150		
	4500	5475	6275	Sedan 4D i Touring Plus	HZ8C(AH)	23900	3258	5650	8575		
	5025	6025	6850	Sedan 4D i GT	HZ8C(AH)	26085	3258	6175	9225		
	5350	6375	7200	Sedan 4D s Touring Plus (V6)	HZ8CB	26450	3547	6500	9600		
	6025	7075	7925	Sedan 4D s GT (V6)	HZ8CB	28540	3547	7150	10400		

## MILEAGE TABLE

VALUES SHOWN BELOW TO BE ADJUSTED FROM BASE GUIDEBOOK VALUES

MILEAGE	CLASS	2017	2016	2015	2014	2013	2012	2011	2010
50001 to 55000	I	-2400	-1650	-975	-350	225	725	1175	1525
	II	-3150	-2175	-1275	-450	275	975	1550	2025
	III	-3925	-2700	-1575	-575	350	1175	1900	2475
	IV	-5725	-3950	-2300	-825	525	1750	2825	3700
	V	-8175	-5625	-3300	-1175	750	2500	4000	5225
55001 to 60000	I	-2650	-1900	-1200	-575		500	950	1300
	II	-3475	-2475	-1575	-775		650	1250	1725
	III	-4325	-3100	-1975	-950		800	1525	2100
	IV	-6300	-4500	-2875	-1400		1200	2275	3150
	V	-9000	-6450	-4100	-1975		1700	3225	4450
60001 to 65000	I	-2875	-2125	-1450	-800	-225	275	725	1100
	II	-3775	-2800	-1900	-1075	-300	375	950	1450
	III	-4700	-3475	-2350	-1325	-375	450	1175	1775
	IV	-6850	-5075	-3425	-1925	-550	675	1750	2625
	V	-9800	-7250	-4900	-2750	-775	950	2475	3725
65001 to 70000	I	-3125	-2375	-1675	-1025	-450		525	900
	II	-4075	-3100	-2200	-1350	-575		675	1175
	III	-5100	-3875	-2725	-1675	-725		825	1425
	IV	-7400	-5625	-3975	-2450	-1075		1225	2125
	V	-10600	-8050	-5700	-3525	-1525		1750	3025
70001 to 75000	I	-3350	-2600	-1900	-1250	-650	-125	325	700
	II	-4375	-3400	-2475	-1650	-850	-175	425	925
	III	-5475	-4250	-3100	-2050	-1075	-200	525	1125
	IV	-7950	-6175	-4500	-2975	-1550	-300	775	1675
	V	-11400	-8850	-6450	-4250	-2225	-425	1075	2350
75001 to 80000	I	-3575	-2825	-2125	-1475	-850	-325	125	500
	II	-4675	-3700	-2775	-1925	-1125	-425	175	675
	III	-5850	-4625	-3450	-2400	-1400	-525	225	825
	IV	-8475	-6700	-5025	-3475	-2050	-775	325	1225
	V	-12150	-9600	-7200	-5000	-2925	-1100	450	1750
80001 to 85000	I	-3800	-3050	-2325	-1675	-1050	-500		350
	II	-4950	-3975	-3050	-2200	-1375	-675		450
	III	-6225	-4975	-3825	-2725	-1725	-825		550
	IV	-9000	-7225	-5550	-3975	-2525	-1225		800
	V	-12925	-10375	-7950	-5700	-3600	-1725		1150
85001 to 90000	I	-4025	-3275	-2550	-1875	-1250	-700	-225	175
	II	-5250	-4250	-3325	-2450	-1650	-900	-275	225
	III	-6575	-5350	-4175	-3075	-2050	-1125	-350	275
	IV	-9525	-7750	-6050	-4450	-2975	-1650	-500	425
	V	-13675	-11100	-8675	-6400	-4275	-2350	-725	600
90001 to 95000	I	-4225	-3475	-2750	-2075	-1450	-875	-375	
	II	-5525	-4550	-3600	-2725	-1900	-1150	-500	
	III	-6925	-5700	-4500	-3400	-2350	-1425	-625	
	IV	-10025	-8250	-6525	-4925	-3425	-2075	-900	
	V	-14425	-11850	-9375	-7075	-4925	-2975	-1300	
95001 to 100000	I	-4450	-3675	-2950	-2275	-1625	-1050	-550	-125
	II	-5800	-4800	-3875	-2975	-2125	-1375	-700	-175
	III	-7300	-6050	-4850	-3725	-2675	-1700	-875	-200
	IV	-10525	-8725	-7025	-5400	-3875	-2500	-1300	-300
	V	-15150	-12550	-10075	-7750	-5550	-3575	-1850	-425

ADDITION FOR LOWER MILEAGE SHOULD NOT EXCEED 50% OF TRADE-IN VALUE  
DEDUCTION FOR HIGHER MILEAGE SHOULD NOT EXCEED 40% OF TRADE-IN VALUE

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and ADAM M. GOODMAN, Trustee, :  
Respondents. :

**CERTIFICATE OF SERVICE**

The undersigned, Philip L. Rubin, hereby certifies that I am, and at all times hereinafter mentioned, was more than 18 years of age, and that I served the OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN on the following parties 1) electronically, if allowed by and pursuant to the requirements of local rule, or 2) by depositing same in the United States Mail in properly addressed envelope(s) with adequate postage to all others, as follows:

Selecia Durham  
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Adam M. Goodman  
Chapter 13 Trustee  
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This March 7, 2017.

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